

STATE OF INDIANA)
) SS:
COUNTY OF OWEN)

IN THE OWEN CIRCUIT COURT

CAUSE NO. 60001-0603-PL-101

FILED

MAR 02 2006

Rich Robertson
Clerk Owen Circuit Court

STATE OF INDIANA,)

Plaintiff,)

v.)

TAMMY E. GILCHRIST, also known as)
TAMMY WORKMAN, also known as)
TAMMY KILLEA, also known as,)
SAM WORKMAN, also known as)
SAMANTHA WORKMAN,)
individually and doing business as,)
TEKS KENNEL, AKA KENNEL,)
PUPPYSRUS, and AFFORDABLE PUPS,)

Defendant.)

**VERIFIED COMPLAINT FOR INJUNCTION,
RESTITUTION, COSTS, AND CIVIL PENALTIES**

The Plaintiff, State of Indiana, by Attorney General Steve Carter and Deputy Attorney General Mary Ann Wehmueller, petitions the Court pursuant to the Indiana Deceptive Consumer Sales Act, Indiana Code § 24-5-0.5-1, *et seq.*, for injunctive relief, consumer restitution, costs, civil penalties, and other relief.

PARTIES

1. The Plaintiff, State of Indiana, is authorized to bring this action and to seek injunctive and other statutory relief pursuant to Ind. Code § 24-5.0.5-4(c).
2. The Defendant, Tammy Gilchrist, is an individual also known as Tammy Workman, Tammy Killea, Sam Workman, and Samantha Workman, and doing business as AKA Kennel, TEKS Kennel, Puppysrus, and Affordable Pups, with a principal place of business in Owen County, located at 11231 Highway 231, Cloverdale, Indiana.

FACTS

3. At least since October 2003, the Defendant has offered puppies of various breeds for sale to consumers. The Defendant solicited the sales through advertisements on various internet websites.

NON DELIVERY ALLEGATIONS

A. Allegations Regarding Amy Smith

4. In October 2003, Amy Smith of Batavia, New York, contacted the Defendant ("Sam Workman") after seeing English bulldog puppies listed for sale on Puppysrus.com. Smith sent the Defendant a deposit of \$300.00 to be applied towards the future purchase of a puppy to be whelped (born) and ready for delivery in February or March 2004.

5. On April 5, 2004 Ms. Smith received an email from "Tammy" containing pictures of two puppies. Smith agreed to purchase one of the pictured puppies. "Tammy" instructed Ms. Smith to send the balance owed in order for the puppy to be delivered.

6. On April 7, 2004, Ms. Smith sent Defendant Tammy Gilchrist a postal money order in the amount of \$600.00 for the balance of the purchase price. At the Defendant's request, Smith sent the money order to Gilchrist at a Cloverdale Indiana post office box.

7. The puppy was never delivered, and Ms. Smith requested a refund.

8. Ms. Smith was told by an associate of the Defendant named "Barb" that she would receive a refund for \$600.00, but would not recover the \$300.00 deposit because "Tammy" had donated the deposit funds to cancer research.

9. In addition to the specific representations above, pursuant to Ind. Code §24-5-0.5-3(a)(10), the Defendant is presumed to have represented at the time of sale that she would provide a puppy to Ms. Smith within a reasonable period of time.

10. To date, Ms. Smith has received neither a puppy nor a refund.

B. Allegations Regarding Tonia Skaggs

11. On or about March 4, 2004, Tonia Skaggs of Campbellsville, Kentucky, responded to an internet ad for miniature schnauzers listed by TEKSKENNELS. In response to this ad, Ms. Skaggs contacted Defendant Tammy Gilchrist.

12. On or around March 10, 2004, Defendant Gilchrist requested Ms. Skaggs to send a \$100.00 deposit via Western Union. Defendant represented the deposit would go toward a miniature schnauzer puppy to be whelped in August 2004.

13. On March 13, 2004, Ms. Skaggs sent a money order for \$100.00 to the Defendant at a Cloverdale, Indiana post office box.

14. Ms. Skaggs sent unanswered emails to Defendant Gilchrist on October 9, 2004, October, 24, 2004, and November 6, 2004, inquiring about the puppy. In March 2005, Ms. Skaggs received an email from the Defendant stating that nine puppies were born and she could pick one up in 8 weeks.

15. On April 30, 2005, after several unreturned phone calls, Ms. Skaggs drove to 11231 US Highway 231, Cloverdale, Indiana where she had sent her payment, and was met by a woman named “Dawn”, who told her that the Defendant Gilchrist was away at a dog show in another state. “Dawn” did not allow Ms. Skaggs to see the puppies, but stated that Tammy Gilchrist would refund Ms. Skaggs’ deposit.

16. To date, Defendant Gilchrist has neither refunded Ms. Skaggs' deposit nor delivered a puppy.

C. Allegations Regarding Karen Krause

17. In September 2004, Karen Krause of Oshkosh, Wisconsin, responded to an internet ad for cavalier king charles spaniel puppies listed by PuppysRUs. In response to this ad, Ms. Krause contacted Defendant Tammy Gilchrist.

18. Ms. Krause agreed to pay \$500.00 for a puppy. On September 24, 2004 Krause sent the Defendant a deposit of \$250.00 to be applied towards the puppy purchase. At the Defendant's direction, Krause sent the money order to Gilchrist at 11231 US Highway 231, Cloverdale, Indiana.

19. Ms. Krause and the Defendant agreed that Krause would drive to Indiana the first weekend of November 2004 to pick up the puppy and pay the balance owed.

20. On November 1, 2004, Defendant Gilchrist confirmed via email, Krause's weekend trip to pickup the puppy and reminded her to bring the balance owed in cash. On November 3, 2004, Ms. Krause emailed the Defendant to tell her she would pick up the puppy that Saturday.

21. Gilchrist emailed Ms. Krause on November 4, 2004 and informed Krause that her puppy was sold to someone else. Gilchrist stated she would refund the deposit by mail.

22. On the same day, Defendant Gilchrist offered to let Ms. Krause have a puppy from another litter. Ms. Krause agreed to accept another puppy for the \$250.00 she already paid.

23. The Defendant agreed to those terms and to provide a puppy the following week, but never contacted Ms. Krause again, nor did she respond to Ms. Krause's repeated communication attempts.

24. In addition to the specific representations above, pursuant to Ind. Code §24-5-0.5-3(a)(10), the Defendant is presumed to have represented at the time of sale that she would provide a cavalier king charles spaniel puppy to Ms. Krause within a reasonable period of time.

25. To date, Defendant Gilchrist has failed to deliver a puppy to Ms. Krause and has failed to refund Ms. Krause's money.

D. Allegations Regarding Amanda Holick Cooper

26. On or around September 21, 2004, Amanda Holick Cooper of Mableton, Georgia, responded to an internet ad for toy cocker spaniel puppies listed by TEKSKennels. In response to this ad, Ms. Cooper contacted Defendant Tammy Gilchrist.

27. On September 23, 2004, Ms. Cooper paid a deposit to the Defendant of \$150.00 towards the purchase price of a toy cocker spaniel puppy to be whelped in November 2004. At the Defendant's direction, Cooper sent the money order to Gilchrist at a Cloverdale Indiana address. Defendant Gilchrist agreed that Ms. Cooper could have the pick of the litter.

28. In November 2004, the Defendant told Ms. Cooper that the litter from which Ms. Cooper was promised a puppy was a false pregnancy. Gilchrist told Cooper she could have a puppy from another upcoming litter, but Gilchrist later told Ms. Cooper

that the second litter puppies were “not of good quality” and that she would have to wait for another litter.

29. After that, Ms. Cooper was unable to contact the Defendant by email or by telephone.

30. In addition to the specific representations above, pursuant to Ind. Code §24-5-0.5-3(a)(10), the Defendant is presumed to have represented at the time of sale that she would provide a toy cocker spaniel puppy to Ms. Cooper within a reasonable period of time.

31. To date, Defendant Gilchrist has failed to deliver a puppy to Ms. Cooper. Furthermore the Defendant has failed to make a refund to Ms. Cooper.

E. Allegations Regarding Roger Timm

32. On or around November 25, 2004, Roger Timm of Phoenix, New York, responded to an internet ad for a Yorkshire terrier puppy listed by AKA Kennels of Cloverdale, Indiana. In response to this ad, Mr. Timm contacted the Defendant Tammy Gilchrist.

33. On November 26, 2004, Mr. Timm wired Defendant Gilchrist \$850.00 via Western Union for the purchase of a Yorkshire terrier puppy. Additionally Mr. Timm paid a \$65.00 Western Union wire fee, for a total of \$915.00. At the Defendant’s direction, Timm sent the money to Gilchrist at 11231 US Highway 231, Cloverdale, Indiana.

34. The Defendant represented that the puppy would be delivered to Mr. Timm by airline on December 22, 2004.

35. On December 19, 2004, Mr. Timm contacted the Defendant to confirm the shipping date, at that time the Defendant informed Mr. Timm that the puppy was sick and would not be delivered to him for another two weeks. Two weeks later, Mr. Timm again contacted the Defendant. Gilchrist informed Mr. Timm that the puppy was still sick and would be sent out in another week.

36. One week later, Mr. Timm contacted Defendant Gilchrist. Gilchrist informed Timm that the puppy was probably going to die and offered him his choice of either a refund or another puppy from a litter expected in May 2005.

37. Mr. Timm requested a refund. Gilchrist informed Timm that he would receive a refund "in 90 days."

38. To date, the Defendant has neither provided Mr. Timm with a refund nor a puppy.

F. Allegations Regarding Jolynn Davis

39. On or around February 7, 2005, Jolynn Davis of Empire, Michigan, responded to an internet ad for a French bulldog puppy listed by AKA Kennels. In response to this ad, Ms. Davis contacted Defendant Gilchrist by telephone and agreed to purchase a puppy.

40. On or around February 8, 2005, Ms. Davis sent a \$500.00 deposit to reserve a puppy. At the request of Tammy Gilchrist, Ms. Davis made the deposit money order payable to Tammy Killea, 11231 US Highway 231, Cloverdale, Indiana.

41. Gilchrist told Ms. Davis the puppy would be ready for delivery in May 2005.

42. Gilchrist failed to respond to numerous inquiries regarding the status of the litter; therefore Ms. Davis requested a refund of the \$500.00 deposit on April 19, 2005.

43. Gilchrist has failed to send a refund to Ms. Davis and has failed to deliver a puppy.

G. Allegations regarding Vaughan Lazar

44. On or around November 22, 2005, Vaughan Lazar of Boca Raton, Florida, responded to an internet ad for puggle puppies found on www.puggle.org listed by Affordablepuppies. In response to this ad, Lazar emailed the Defendant and was later contacted by Defendant Tammy Workman.

45. On or around November 22, 2005, Mr. Lazar agreed to purchase a puggle puppy from the Defendant for \$400.00 plus \$250.00 shipping. The Defendant represented the puppy would be delivered the third week in December 2005.

46. On or around November 23, 2005, Mr. Lazar wired a total of \$650.00 via Western Union for the purchase of a puggle puppy. At the Defendant's direction, Lazar wired the money to Wally Workman at 11231 US Highway 231, Cloverdale, Indiana.

47. On December 5, 2005, Mr. Lazar emailed the Defendant, requesting to cancel the transaction and receive a refund. In a subsequent phone conversation with a man identified as the Defendant's husband, Wally Workman, Mr. Lazar agreed to a refund minus expenses incurred by the Defendant in getting the puppy ready to ship.

48. The Defendant failed to provide Mr. Lazar with documentation of her expenses and failed to provide a refund of any money to Mr. Lazar.

49. On January 25, 2006, Mr. Lazar again requested a refund of his money or in the alternative delivery of a healthy puppy.

50. To date, the Defendant has failed to either refund money or deliver a puppy to Mr. Lazar.

FAILURE TO REFUND SHIPPING FEE ALLEGATIONS

H. Allegations Regarding Angelia Campbell

51. On or around December 29, 2004, Angelia Campbell of Lemoyne, Pennsylvania, responded to an internet ad for a mixed breed bull/boxer puppy listed by AKA Kennels of Cloverdale, Indiana. In response to this ad, Ms. Campbell contacted the Defendant Tammy Gilchrist and agreed to purchase a puppy.

52. On or around December 29, 2004, Defendant Gilchrist represented to Ms. Campbell that the puppy would be shipped by air to Campbell on February 3, 2005. Ms. Campbell paid the Defendant \$200.00 for airline delivery. At the Defendant's direction, Campbell sent the shipping fee to Gilchrist at 11231 US Highway 231, Cloverdale, Indiana.

53. The Defendant failed to ship the puppy to Ms. Campbell.

54. On February 12, 2005, Ms. Campbell drove to Indiana to pick up the puppy. When Ms. Campbell took possession of her puppy the Defendant required Ms. Campbell to sign a purchase agreement. The agreement is attached as Exhibit "A".

55. Ms. Campbell requested a refund of the \$200.00 shipping fee.

56. To date, Defendant Gilchrist has failed to refund the shipping fee to Ms. Campbell.

I. Allegations Regarding Kathy Lynn Walls

57. On July 15, 2005 Kathy Lynn Walls of Wilmington, Delaware, responded to an internet ad on puppyfind.com for toy chihuahua puppies listed by AffordablePups. In response to this ad, Ms. Walls contacted Defendant Tammy Workman and agreed to purchase a white toy Chihuahua puppy.

58. On July 15, 2005, the Defendant directed Ms. Walls to make payment via Western Union to Wally Workman at 11231 US Highway 231, Cloverdale, Indiana 46120. Ms. Walls sent a total of \$850.00 to Wally Workman via Western Union Money Transfer for the purchase of the white toy chihuahua. The price included: \$600.00 for the puppy, \$250.00 for airfare to ship the puppy.

59. On July 18, 2005, the Defendant told Ms. Walls that her puppy's birth date was June 8.

60. On July 18, 2005, the Defendant told Ms. Walls that the Defendant would fly/ship the puppy to Walls on August 4, 2005.

61. The Defendant did not ship the puppy to Ms. Walls on August 4. Later, the Defendant promised to fly/ship the puppy to Ms. Walls on August 9, 2005. Again the Defendant failed to ship the puppy to Ms. Walls.

62. After August 9, 2005, Ms. Walls called the Defendant to find out when she could expect delivery of the white toy chihuahua puppy. The Defendant stated her brother "John" could deliver the puppy.

63. On August 27, 2005. Ms. Walls drove to Roanoke, Virginia, approximately 6 hours from her home, to meet John and pickup her puppy. At or around 1:30 a.m., John met Ms. Walls in a parking lot. John would not allow Ms. Walls access

to the puppy until she signed a contract. Ms. Walls signed a contract and took possession of her puppy. When Ms. Walls returned to her hotel room, she realized the puppy she received was not the puppy she had paid for. The puppy received was not a white teacup chihuahua but was in fact a white and tan chihuahua puppy whelped on July 14, 2005, not June 8, 2005 as represented by the Defendant. Attached as Exhibit "B", is a copy of the contract presented to Ms. Walls.

64. Ms. Walls requested a refund of the \$250.00 airfare shipping fee, but to date, the Defendant has failed to make a refund to Ms. Walls.

SICK/DEAD PUPPY ALLEGATIONS

J. Allegations Regarding Peta Tarrant

65. On April 8, 2005 Peta Tarrant of New York, New York, responded to an internet ad for a puggle puppy listed on website 57dogs.com by AKA Kennels. In response to this ad, Ms. Tarrant contacted Defendant Tammy Gilchrist and agreed to purchase a puppy. A true and accurate copy of the internet ad is attached hereto as Exhibit "C".

66. In the internet advertisement referenced in paragraph 65, the Defendant represented that the puggle puppies were 3 months old and that they were "vaccinated; examined by a vet and had a health certificate".

67. On April 12, 2005, Ms. Tarrant wired Defendant Gilchrist \$650.00 via Western Union. Four hundred dollars of this amount was for the purchase of the puppy and \$250.00 was for airline shipping. Additionally, Ms. Tarrant paid \$59.99 in wire transfer fees.

68. On April 21, 2005, Defendant Gilchrist shipped the puppy by plane from Indianapolis to New York City via Houston, Texas. When Ms. Tarrant picked up the puppy from the airport, the puppy was ill.

69. On April 22, 2005, Ms. Tarrant took the puppy to her vet. On April 23, 2005, Tarrant's vet diagnosed the puppy with canine parvovirus; respiratory infection and coccidia, among other ailments. Despite medical treatment, the puppy died on April 28, 2005.

70. According to the Indiana State Board of Animal Health, Health-Tech Bulletin CP-15.99, canine parvovirus is a highly contagious virus that is contracted very easily. Three factors determine a dog's risk of becoming infected: the number of viral particles present at exposure; the dog's overall immunity (such as vaccines); and environmental stressors. Infected dogs pass or "shed" the virus in their feces. The number of virus particles shed is the highest during the first two weeks following exposure. The organism incubates from three to seven days after exposure before showing signs of illness. The disease strikes young dogs more often than adults. See Health-Tech Bulletin CP-15-15.99, hereto attached as Exhibit "D".

71. The Defendant knew or should have known the Tarrant puppy was infected with canine parvovirus prior to shipping the puppy to Ms. Tarrant.

72. Ms. Tarrant would not have purchased the puppy from the Defendant if Tarrant knew the puppy had canine parvovirus.

73. Ms. Tarrant incurred veterinary bills for the ill puppy in the amount of \$4,435.10.

74. Ms. Tarrant asked Defendant for a refund and payment of the veterinarian bills at or around the time of the puppy's death.

75. When Ms. Tarrant picked up the puppy from the airport on April 21, 2005, she received documentation from the Defendant stating the puppy was whelped on February 28, 2005; therefore the puppy was under eight weeks of age at the time of shipping. A copy of the document is attached hereto as Exhibit "E".

76. The Defendant confirmed the puppy's February 28, 2005 whelp date by an email sent to Ms. Tarrant on April 22, 2005.

77. Pursuant to Ind. Code §15-2.1-21-11.1, the Defendant is prohibited from importing or exporting from Indiana for purposes of sale, any dog under the age of eight (8) weeks unless the dog is transported with its dam.

78. On May 11, 2005, Sandra K. Norman, DVM, of the Indiana State Board of Animal Health, wrote a letter to the Defendant, as a result of the Tarrant Peta transaction. A true and accurate copy of the letter is hereto attached as Exhibit "F". Doctor Norman informed the Defendant of her duty to comply with Ind. Code §15-2.1-21-11.1 and of the consequences for future violations of the statute.

79. To date, the Defendant has failed to make a refund or reimbursement of any kind to Ms. Tarrant.

K. Allegations regarding Glenda Bevis

80. In October of 2004, Glenda Bevis of Stevensville, Montana, responded to an internet ad for a pocket beagle puppy listed by AKA Kennels/TEKS Kennels. In response to this ad, Ms. Tarrant contacted Defendant Tammy Gilchrist.

81. On October 24, 2004, Ms. Bevis sent Defendant Gilchrist a money order in the amount of \$350.00 as a deposit on a pocket beagle puppy that was to be shipped by airplane to Ms. Bevis in March 2005. At the Defendant's direction, Ms. Bevis sent the money order to Tammy Gilchrist at 11231 US Highway 231, Cloverdale, Indiana.

82. On February 14, 2005, Ms. Bevis sent the Defendant a money order in the amount of \$350.00 for the balance of the cost of the puppy and shipping fees.

83. On or around March 21, 2005, Defendant Gilchrist shipped the puppy to Ms. Bevis via Delta Airlines.

84. On March 21, 2005, Ms Bevis received a telephone call from a Delta Airlines representative in Omaha, Nebraska, who informed her that during the flight's layover in Omaha, a veterinarian was called to look at the puppy. The vet determined the puppy had genetic neurological problems, open draining wounds on its hips and could not walk. Based upon this information, Ms. Bevis's husband called Delta Airlines and the Defendant and informed them that Bevis refused delivery of the sick puppy.

85. On March 21, 2005, after receiving the call from the Delta Airlines representative, Mr. Bevis called Defendant Gilchrist and spoke with a woman who identified herself as Gilchrist's partner, "Julie". Julie told Mr. Bevis she would ship Bevis a different puppy. Later Tammy Gilchrist confirmed another puppy would be shipped to Ms. Bevis

86. Ms. Bevis did not receive another puppy and requested a refund from Gilchrist.

87. To date, Defendant Gilchrist has neither refunded Ms. Bevis' money nor shipped her a puppy.

L. Allegations regarding Suzanne Baroody

88. On or around November 8, 2005, Suzanne Baroody of Lancaster, South Carolina, responded to an internet ad for a puggle puppy listed by Affordablepuppies. In response to this ad, Ms. Baroody contacted Defendant Tammy Workman.

89. On November 8, 2005, at the direction of the Defendant, Ms. Baroody sent Wally Workman of 11231 US Highway 231, Cloverdale, Indiana, a \$650.00 money order. Four hundred dollars of this amount was for the purchase of the puppy and \$250.00 was for shipping (airfare).

90. On November 8, 2005, Ms. Baroody asked the Defendant about the puppy's health. The Defendant stated that the puppy was healthy and up to date on all vaccinations and would be "vet-checked" prior to shipping. The Defendant further represented that all pups had to be checked by a vet to be "cleared" for shipping by air.

91. On November 25, 2005, Defendant Gilchrist shipped the puppy through Northwest Airlines to Ms. Baroody. When Ms. Baroody picked up the puppy from the airport, the puppy was ill.

92. On November 26, 2005, Ms. Baroody took the puppy to her veterinarian. The vet diagnosed the puppy with ear mites, coccidia and conjunctivitis. Three days later Ms. Baroody returned to the vet because the puppy had vomiting and had diarrhea. On November 29, 2005, the vet confirmed the puppy was infected with parvovirus. Despite treatment, the puppy died on December 7, 2005.

93. The Defendant knew or should have known the Baroody puppy was infected with canine parvovirus prior to shipping the puppy to Ms. Baroody.

94. Ms. Baroody would not have purchased the puppy from the Defendant if Baroody knew the puppy had canine parvovirus.

95. Ms. Baroody incurred veterinary bills for the ill puppy in the amount of \$545.50.

96. Ms. Baroody requested a refund from the Defendant.

97. To date, the Defendant has failed to refund any money to Ms. Baroody.

M. Allegations regarding Joy Capogreco

98. On or around December 19, 2005, Joy Capogreco of Carterville, Illinois, responded to an internet ad for a puggle puppy listed by Affordablepups. In response to this ad, Ms. Capogreco emailed the Defendant and later called the Defendant Tammy Workman to discuss the purchase of a puppy.

99. The Defendant informed Ms. Capogreco that the puppy was too young to ship; therefore Ms. Capogreco would have to drive to Indiana to pickup the puppy.

100. On December 21, 2005, Ms. Capogreco and her husband traveled to 11231 US Highway 231, Cloverdale, Indiana, to purchase the puggle puppy discussed in her telephone conversation with the Defendant. Ms. Capogreco paid the Defendant \$600.00 cash for the puppy.

101. When paying for the puppy, the Defendant had Ms. Capogreco sign a purchase agreement. The Defendant provided the consumer with an unsigned copy of the agreement, a true and accurate copy of which is attached hereto as Exhibit "G".

102. The Defendant represented that the puppy was vet checked before leaving and was treated for "heart grd (sic) but for all other ear mites an (sic) hookworms an (sic) skin problems an (sic) flease (sic) we try an (sic) hit every thing".

103. Mr. Capogreco asked the Defendant about the puppy's health, expressing concern that the puppy was so small (approximately 14 ounces). The Defendant assured the Capogrecos that the puppy was fine and would continue to be fine. Based upon these representations, the Capogrecos took the puppy home.

104. On December 25, 2005, Ms. Capogreco's puppy became ill and was taken to a veterinarian. The vet treated the puppy for various protozoan and nematode parasites with three different medications. Ms. Capogreco took the puppy home where it died the following morning.

105. Ms. Capogreco incurred vet bills in the amount of \$188.66.

106. Ms. Capogreco contacted the Defendant by phone and email to request a refund.

107. To date, the Defendant has failed to refund Ms. Capogreco's money.

FAILURE TO DELIVER REGISTRATION PAPER ALLEGATIONS

N. Allegations regarding Gayla Libben

108. On or around April 23, 2005, Gayla Libben of Petersburg, Illinois, responded to an internet advertisement for a long haired teacup chihuahua puppy listed by Affordablepuppies. In response to this ad, Ms. Libben contacted the Defendant Tammy Gilchrist.

109. Gilchrist represented to Ms. Libben that Libben could purchase the puppy "without papers" for \$500.00 or "with papers" for \$600.00.

110. On or around April 23, 2005, Ms. Libben agreed to purchase a male long haired teacup chihuahua "with papers" from the Continental Kennel Club ("CKC"). Ms.

Libben traveled to 11231 US Highway 31, Cloverdale, Indiana to pickup the puppy from the Defendant.

111. On or around April 23, 2005, Ms. Libben met with Defendant Gilchrist and paid Gilchrist \$600.00 in cash for the puppy. At the time Libbens picked up the puppy, Defendant Gilchrist provided her with a purchase agreement, attached hereto as Exhibit "H".

112. At the time of delivery, Gilchrist told Ms. Libben that Gilchrist would mail the CKC registration papers to Libben in one week.

113. To date, Defendant Gilchrist has failed to provide CKC registration papers to Ms. Libben for the puppy purchased on April 23, 2005.

KENNEL LICENSE ALLEGATIONS

114. The owner or keeper of dogs kept in kennels for breeding, boarding, training purposes or for sale are required to pay a kennel license fee to the township assessor or township trustee as required by Ind. Code §15-5-9-1(b).

115. The Defendant has no kennel license in Owen County, nor at the time of any of the transactions identified in this complaint did the Defendant have a kennel license in Owen County Indiana.

COUNT I – VIOLATIONS OF THE DECEPTIVE CONSUMER SALES ACT

116. Plaintiff realleges and incorporates by reference the allegations contained in paragraphs 1 through 115 above.

117. The transactions referred in paragraphs 5, 12, 18, 27, 33, 39, 45, 51, 57, 65, 81, 89, 100, and 111 are “consumer transactions” as defined by Ind. Code § 24-5-0.5-2(a)(1).

118. The Defendant is a “supplier” as defined by Ind. Code §24-5-0.5-2(a)(3).

119. The Defendant’s representations to consumers that she would deliver puppies, or otherwise complete the subject matter of the consumer transactions within a stated or reasonable period of time, when the Defendant knew or reasonably should have known that she would not deliver puppies, as referenced in paragraphs 4, 5, 14, 19, 20, 23, 24, 30, 34, 35, 41, 45, and 85 are violations of the Indiana Deceptive Consumer Sales Act, Ind. Code §24-5-0.5-3(a)(10).

120. The Defendant’s representations to consumers that she would ship purchased puppies by airline, when the Defendant knew or reasonably should have known that she would not ship the puppies as represented, as referenced in paragraphs 52 and 60 are violations of the Indiana Deceptive Consumer Sales Act, Ind. Code §24-5-0.5-3(a)(1).

121. The Defendant’s representations to consumers that she would sell them vet checked or healthy puppies, when the Defendant knew or reasonably should have known that the puppies were ill or otherwise lacked characteristics that they were represented to have, as referenced in paragraphs 66, 90, 102, and 103 are violations of the Indiana Deceptive Consumer Sales Act, Ind. Code §24-5-0.5-3(a)(1).

122. The Defendant’s representations to consumers that purchased puppies were a certain age, when the Defendant knew or reasonably should have known that the

representations were false, as referenced in paragraphs 59, 63, 66, 75, 76, are violations of the Indiana Deceptive Consumer Sales Act, In. Code §24-5-0.5-3(a)(1).

123. The Defendant's representations to consumer Libben that Defendant would deliver "CKC" registration papers to Libben within a week of the purchase of the puppy and upon receipt from the registry, when the Defendant knew or reasonably should have known that she could not deliver the papers, as represented in paragraphs 110 and 111 are violations of the Indiana Deceptive Consumer Sales Act, Ind. Code §24-5-0.5-3(a)(10).

124. The Defendant's failure to have a kennel license as required by Ind. Code §15-5-9-1(b), violates Ind. Code §24-5-0.5-10(a)(1)(A) and 10(a)(1)(C).

COUNT II
KNOWING AND INTENTIONAL VIOLATIONS OF
THE DECEPTIVE CONSUMER SALES ACT

125. Plaintiff realleges and incorporates by reference the allegations contained in paragraphs 1 through 124 above.

126. The misrepresentations and deceptive acts set forth in paragraphs 1 through 124 were committed by the Defendant with knowledge and intent to deceive.

RELIEF

WHEREFORE, the Plaintiff, State of Indiana, requests that the Court enter judgment against the Defendant, Tammy E. Gilchrist, also known as Tammy Workman, Tammy Killea, Sam Workman, Samantha Workman, individually and doing business as TEKS Kennel, AKA Kennel, Puppysrus, and Affordable Pups, for a permanent

injunction pursuant to Ind. Code §24-5-0.5-4(c)(1), enjoining the Defendant, her employees, agents and representatives from the following:

- a. failing to deliver purchased puppies to consumers within a stated or reasonable time frame after purchase;
- b. representing, expressly or by implication that puppies offered for sale are healthy, when the Defendant knows or should reasonably know the puppies are not healthy;
- c. representing that puppies offered for sale are of a certain age, when the Defendant knows or should reasonably know the age represented is false;
- d. representing that the Defendant will deliver registration papers for puppies sold to consumers when the Defendant knows or should reasonably know she cannot or will not deliver registration papers as represented;
- e. collecting shipping fees from puppy purchasers and then failing to ship the puppies as represented; and,
- f. engaging in and/or soliciting to engage in the breeding or sale of dogs without a kennel license as required by law.

AND WHEREFORE, the Plaintiff, State of Indiana, further requests that the Court enter judgment against the Defendant, Tammy Gilchrist, for the following relief:

- a. cancellation of the Defendant's unlawful contracts with consumers, including but not limited to the persons identified in paragraphs 4,

11, 17, 26, 32, 39, 44, 65, 80, 88, and 98 pursuant to Ind. Code §24-5-0.5-4(d).

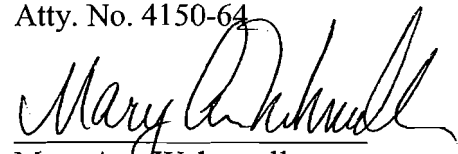
- b. consumer restitution pursuant to Ind. Code §24-5-0.5-4(c)(2), for reimbursement of all unlawfully obtained funds remitted by consumers for the purchase of puppies from the Defendant, including but not limited to the persons identified in paragraphs 4, 11, 17, 26, 32, 39, 44, 65, 80, 88, and 98 in an amount to be determined at trial;
- c. consumer restitution pursuant to Ind. Code §24-5-0.5-4(c)(2), for reimbursement of airline shipping fees, including but not limited to the persons identified in paragraphs 51 and 57; in an amount to be determined at trial;
- d. consumer restitution pursuant to Ind. Code §24-5-0.5-4(c)(2), for reimbursement of veterinarian bills and/or expenses, including but not limited to the persons identified in paragraphs 65, 88, and 98; in an amount to be determined at trial;
- e. consumer restitution pursuant to Ind. Code §24-5-0.5-4(c)(2), for the Defendant's failure to deliver registration papers to consumers, including but not limited to the person identified in paragraph 107; in an amount to be determined at trial;
- f. costs pursuant to Ind. Code §24-5-0.5-4(c)(3), awarding the Office of the Attorney General its reasonable expenses incurred in the investigation and prosecution of this action;

- g. on Count II of the Plaintiff's complaint, civil penalties pursuant to Ind. Code §24-5-0.5-4(g) for the Defendant's knowing violations of the Deceptive Consumer Sales Act, in the amount of Five Hundred Dollars (\$500.00) per violation for transactions prior to July 1, 2005, and in the amount of Five Thousand Dollars (\$5,000.00) per violation for transactions entered on or after July 1, 2005, payable to the State of Indiana;
- h. on Count II of the Plaintiff's complaint, civil penalties pursuant to Ind. Code §24-5-0.5-8 for the Defendant's intentional violations of the Deceptive Consumer Sales Act, in the amount of Five Hundred Dollars (\$500.00) per violation, payable to the State of Indiana; and,
- i. all other just and proper relief.

Respectfully submitted,

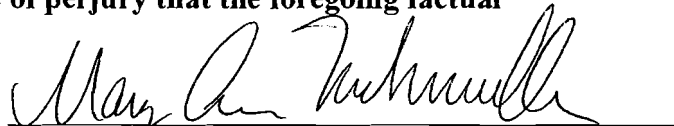
STEVE CARTER
Indiana Attorney General
Atty. No. 4150-64

By:


Mary Ann Wehmuller
Deputy Attorney General
Atty. No. 15251-49A

VERIFICATION

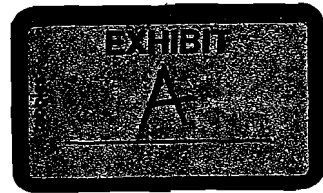
I affirm under the penalties of perjury that the foregoing factual representations are true.


Mary Ann Wehmuller
Deputy Attorney General

Office of Attorney General
Indiana Government Center South
302 W. Washington Street, 5th Floor
Indianapolis, IN 46204
Telephone: (317) 233-3973
Maw:261900

Tammy Workman
PUPPYSRUS
P.O. Box 46242
Indpls, IN 46242
~~1-317-573-5931~~

Feed
Purina
puppy
chow.



Information on your new pet on our agreement form

Purchase date 2/12/05 Breed Bull Boxer sex Male
age/ dob 12/1/04 pet price sale 200.00 registered N/A
Rescue animal donation N/A if pup or dog is a rescue there are
no papers this is a pet animal.

Registered animals : please be aware that papers are all sent in after
all pups from that litter are sold, and we have no control over how
fast we will get them back as soon as they come back we will mail them
to you .

Medical : all animals are vet checked before they are to leave here
if there are any problems we will explain : _____

Last shots 2/7/05 next due 2/27/05 puppy shots are
due every 30 days till atleast 5mos than remember you will need a rabies
if rabies has been given than tag number N/A date N/A due N/A
Bordetella shot on 2/7/05 wormed on 2/9 & 2/10/05 albon always
have pup / dog rechecked for worms on a regular basis also .

Food : dry food only pups need puppy chow no can food also small pups
need sugar we at times pour are warm pop in there bowls or add sugar
larger dogs we feed 27% sport mix or diamond high protien.

ALL SHOT STICKERS ARE ON THE BACK OF YOUR COPY FOR YOU VET !

we give no warrantys no promises no gaurantees no refunds sold as is
we feel we have done everything to give proper care to all our animals
you have to keep up vet check ups an shots from here on out.

also by signing this agreement you agree to not slander or attempt
to file any complaints or attempt to sue us in any way

but if you need to give up your animal you may return it to us instead
of taking it to a local humane society or pound .

There are times we will help with vet costs but that is up to us an .
is are decision other wise all sales are as agreed no warrantys. also our
will be fair in lower prices In Brester 812 988-7922

SIGN

PRINT

Angela B. Campbell

AKA Kennels

Date: 8/27/05

Medical information an purchase agreement

Breed: Chihuahua SEX F D.O.B 7/14/05

purchased: pet price 600 w/ papers N/A

if with papers please understand papers will be mailed as soon as we get them back from the registry.

last puppy shot on 8/25/05 next due 9/9/05

Rabies 100% sure can not give a rabies till 5 mos old.

borderella N/A

wormed on 8/25, 8/26, 8/27 recheck for worms on 9/9/05

shots given:



Food: day only we feed purina puppy chow on diamond puppy

health on wannantys: none we do every thing we can to care an protec your puppy shots: kfl1 @ 4wks an puppy shot @ 6wks an 8wks also all pups are wormed @ 2,4,6,8 wks.

pups still have to have vet care recheck for wormings an a puppy shot is due every 30 days till your pup is 5 months old.

also puppys will stress from tnavel an a new home can cause skin problems an stress can cause a cold.

by signing this agreement you accept our term all money is non refundable and agree the pup is in good health and in no way now or in the future will slander or file any leagl actions as this is a no health gaunantee sale as is.

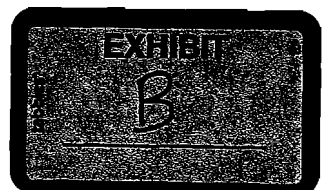
sign

tel ()

address

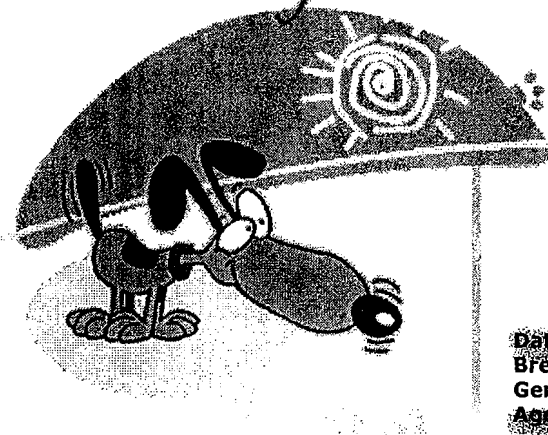
sold by: tammy gilchrist

once signed by buyer this becomes a legal agreement.



(1)

57 dogs.com



[HOME](#) | [DOGS FOR SALE](#) | [DOGS WANTED](#) | [POST AD](#) |

Puppies for sale: puggle pups toy size 400ech

Date posted: 16:36:27 February 8, 2005
Breed: Puggle
Gender: Both
Age: 4 months

Registration: CKC

Other features:

- Vaccination
- Examined by Vet
- Health certificate present
- Dewormed
- Parents on site

Price: \$400

Personal remarks:

fawns an reds only will be toy small ! will ship you pay shipping fee 250.00

Photos available:



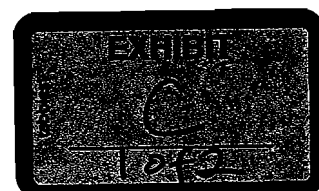
Featured ad option

- Placement on web-site homepage
- Special mark in ad listings
- Top ranking in search results

PLACE your dog-for-sale ads
as featured ones or
UPGRADE active dog-for-sale ads
Only \$1/day

Click [here](#)
to place your
dog-wanted ad
for FREE

Seller contacts



Name: aka kennels
Country: USA
State: Indiana
Phone 1: 317-437-8164

Contact by e-mail

[See all Puggle puppies for sale in Indiana](#)
[See all puppies for sale in Indiana](#)
[See all Puggle puppies for sale](#)

Online Degree Programs at Kennedy-Western

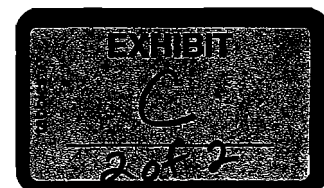
Earn your degree online from Kennedy-Western University in 12-18 months. Apply previous education and work experience toward a degree in Business, ...

YES



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Terms of U:
Link:

57Dogs.com is a free dog classifieds directory, listing profiles with photos of dogs for sale and wanted dogs. Easily search by ZIP-codes, breed, age, price, optional features with precise search targeting available. Find a puppy you will love, or publish your puppy for sale to wide auditory of dog amateurs.
[Complete ad listing](#) [Classifieds by state](#) [Classifieds by breed](#)





Canine Parvovirus

Indiana State Board of Animal Health•Tech Bulletin CP-15.99

Canine parvovirus is a highly contagious virus infecting members of the canine family, including dogs, coyotes, foxes and wolves. Commonly called "parvo", the organism is very stable in the environment, able to withstand freezing temperatures and many disinfectants to survive as long as seven months in a contaminated area.

Some breeds, including American pit bull terriers, Doberman pinschers, German shepherds and rottweilers appear to be at increased risk of contracting parvo. Cocker spaniels and toy poodles are less susceptible.

Highly Contagious

Canine parvovirus is contracted very easily. Three factors determine a dog's risk of becoming infected: the number of viral particles present at exposure; the dog's overall immunity (such as vaccines); and environmental stressors.

Infected dogs pass or "shed" the parvovirus in their feces. The number of virus particles shed is highest during the first two weeks following exposure.

After contact with a contaminated environment or animal, a dog may contract the virus via the mouth while cleaning itself or eating food

off the ground or floor. The organism incubates from three days to seven days after exposure before showing signs of illness.

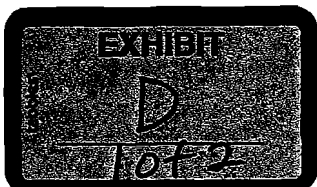
Clinical Signs

Signs of the parvovirus include loss of appetite, fever, lethargy, vomiting and severe diarrhea which may contain blood. Vomiting and diarrhea may cause dehydration and shock, which can result in death. The disease strikes young dogs more often than adults.

Another, less common form of parvoviral infection is myocarditis (inflammation of the heart). Myocarditis is most often seen in puppies younger than three months of age. Because the virus multiplies quickly in heart muscle cells, diarrhea is not usually seen. Puppies may become lethargic and stop eating just before collapsing, gasping for breath.

Death can occur within minutes or several days. No specific treatment is known. Puppies that survive usually have permanent heart damage. A dog may die of heart failure weeks or months after apparent recovery.

Immunization of the bitch protects puppies early in life; therefore, vaccination of breeding animals is very important.



Diagnosis and Treatment

Initial diagnosis by a veterinarian is based on history-taking and clinical signs. A positive fecal or blood test will confirm the diagnosis.

Symptoms, rather than the canine parvovirus itself, are treated. Appropriate supportive care should begin immediately to restore the fluid balance caused by dehydration. Intravenous fluids are frequently required. Vomiting and diarrhea control is needed, as well as antibiotics for prevention of secondary infections.

Prevention and Control

Indoors: Contaminated areas should be thoroughly cleaned with household bleach (one part bleach diluted with 30 parts water) or with a commercial product specifically labeled for use against parvovirus.

Food and water bowls, toys, bedding, and any other surfaces or items that are colorfast (or where color change is not important) should be disinfected. Contaminated clothing and shoes may also need to be disinfected.

Indoors, the virus usually loses its infectivity in about one month. Especially in carpeted areas, at least 30 days should pass before a new puppy can be safely introduced into a household.

Outdoors: Dogs should not be allowed to come in contact with feces or other dogs when in a park or on the street.

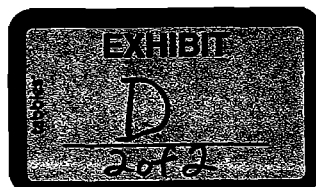
Immediate waste disposal is recommended. If good drainage is available, a thorough watering-down of the contaminated area may dilute any existing virus.

Without thorough decontamination measures, a site is considered contaminated:

- for seven months if shaded;
- for five months with good sunlight exposure; and
- until the space is thoroughly thawed, if frozen. (Freezing protects the virus.)

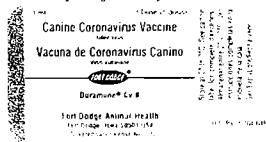
Vaccination is critical for parvovirus prevention and control. The vaccination advice of a veterinarian, as recommended by the vaccine manufacturer, should be followed closely.

Indiana State Board of Animal Health
Office of the State Veterinarian
805 Beachway Drive, Suite 50
Indianapolis, IN 46224-7785
317/227-0300; Fax 317/227-0330
www.state.in.us/boah

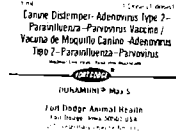


Puggle pup BORN 2/28/05
Fawn Female.

WORMED ON 4/16 4/17 4/18
also ON 4/16 4/17 4/18
puppy shot 4/9/05



1452324
24 SEP 05
14316
PREL HERE
DESPUEDE ADJ



1167334
7 NOV 05
11616
PREL HERE
DESPUEDE ADJ

due N'ext puppy shot
on or by 5/9/05

also re check for worms

Food: Dry perina puppy
Chow in Blue Bag.



Mitchell E. Daniels, Jr., Governor
Bret D. Marsh, DVM, State Veterinarian

May 11, 2005

INDIANA STATE BOARD OF ANIMAL HEALTH

FILE
Office of the State Veterinarian
805 Beachway Drive, Suite 50
Indianapolis, IN 46224-7785
Phone: 317/227-0300
Administrative Fax: 317/227-0368
Permit Fax: 317/227-0330

Ms. Tammy Workman
11231 US 231
Cloverdale, IN 46120

Dear Ms Workman,

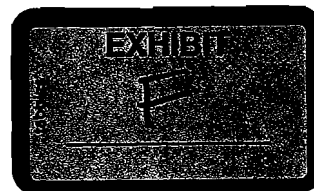
A complaint has been sent to our office regarding shipment of a puppy from your premises to another state. According to the birth date given on your paperwork, the animal was less than eight weeks old at the time of shipment which is a violation of Indiana law. The recipient also informed us that after the animal arrived, it became ill within 72 hours and later died of parvo virus infection. She has been informed of the proper protocol for filing a complaint with the Attorney General's office.

Indiana Code 15-2.1-21-11.1 states "No person may import to, or export from, Indiana for the purpose of sale any dog under the age of eight (8) weeks unless the dog is transported with its dam." You are encouraged to observe this minimum age requirement as this will aid in shipping of animals less likely to be susceptible to disease. Continued disregard of this law will lead to enforcement action including monetary penalties of up to \$25,000 per violation and criminal charges per IC 15-2.1-21-14 and IC 15-2.1-21-9.

Laws and rules regarding animal health are passed to minimize disease spread and keep both our human and animal populations healthy. Your cooperation would help in achieving this goal. Please call if you have any questions.

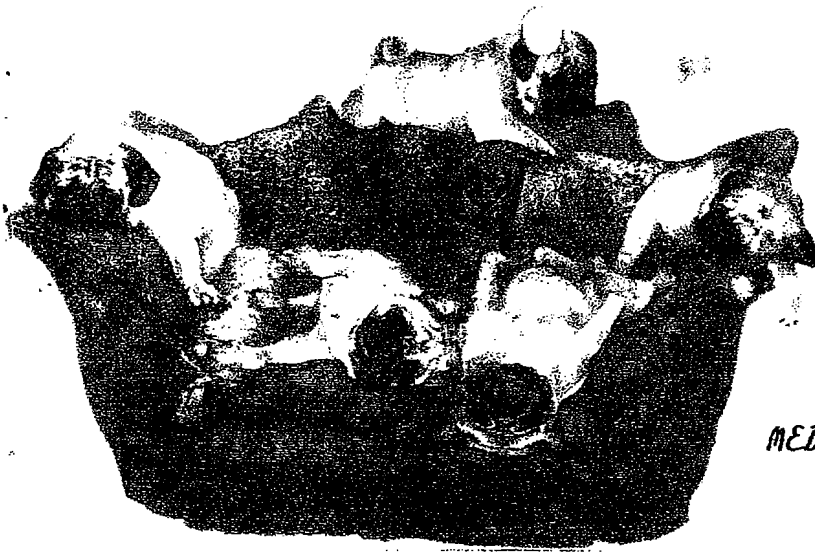
Sincerely,

Sandra K.L. Norman, DVM
Director, Companion Animal/Equine



Safeguarding Indiana's animals, food supply and citizens for over 100 years.

An equal opportunity employer.



AFFORDABLE PUPS

MEDICAL INFORMATION & PURCHASE AGREEMENT

DATE 12/21/05

BREED Puggle SEX M. DOB 10/28/05
pet price 1290 ~~1290~~ w/ PAPERS PRICE N/A also will mail
papers on papers given @ purchase

last puppy shot given on 12/16/05 NEXT DUE ON 1/5/06

last wormed on 12/17 18 19 RECHECK FOR WORMS ON 1/5/06

RABIES @ 5 mos of age for puppy BORDATELLA ON @ 6wks of age

FOR VET : we neopar @ 4wks of age an @ 6 wks 5way puppy is given @ 8 wks
we give a 7 way puppy an than another 7 way puppy shot every 2 wks till
puppy leaves here.

worming : we dnontal @ 2wks 4wks 6wks 8 wks we also treat for tape
worms @ 6 wks

heart grd @ 6 wks WE USE REVOLUTION

to not only treat heart grd but for all other ear mites
an hookworms an skin problems an fleas we try an hit every thing ..

NEXT REVOLUTION IS DUE 1/5/06 : ~~DO NOT WAS BABY!~~
till.

we try an protect your baby as well as we can all puppies are also
vet checked before they leave.

FOOD: we feed purina puppy chow in the blue bag complete nutrition
dry only . WE ALSO ALWAYS LEAVE FOOD AN WATER DOWN AT ALL TIMES.

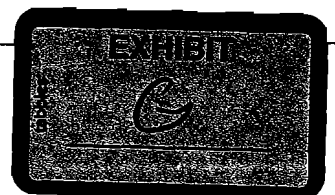
by signing this your hereby agree this puppy is the puppy you want
and also agree the puppy is in good health.
you also accept that there is no warrantys stated this is a as is sale
an no refunds. you also agree that you will not persue any legal action
against us in any way nor now or in the future slander us .

SIGN _____

tel (_____) _____

address _____

sold by ms workman



AKA Kennels

Tammy
319 437 8164

Date: 4/23/05

Medical information an purchase agreement

Breed: Tapeup Chihuahua SEX M D.O.B 2/28/05
purchased: pet price _____ w/ papers 600.00 CXC

if with papers please understand papers will be mailed as soon as we get them back from the registry.

Last puppy shot on 4/22/05 next due 5/7/05

Rabies N/A can not give a rabies till 5 mos old.

bondetella N/A

wormed on 4/22, 4/23, recheck for worms on 5/7/05

shots given:



Food: dry only we feed purina puppy chow on diamond puppy

health on warrantys: none we do every thing we can to care an pr your puppy shots: kfl1 @ 4wks an puppy shot @ 6wks an 8wks also all pups are wormed @ 2,4,6,8 wks.

pups still have to have vet care recheck for wormings an a puppy shot is due every 30 days till your pup is 5 months old.

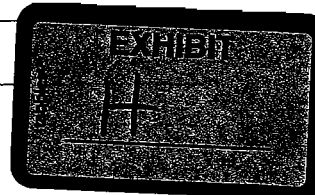
also puppys will stress from travel an a new home can cause skin problems an stress can cause a cold.

by signing this agreement you accept our term all money is non refundable and agree the pup is in good health and in no way no on in the future will slander or file any leagl actions as this i a no health gaurantee sale as is.

sign _____ tel (____) _____

address _____

sold by: tammy gilchrist
once signed by buyer this becomesa legal agreement.



Feed pedigree puppy in con
min 1st/ During Dry puppy chow